

RD 1/22/2020
PP

7/7

FILED
IN CLERK'S OFFICE
US DISTRICT COURT E.D.N.Y.

★ JAN 22 2020 ★

BROOKLYN OFFICE

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA

vs.

STEVEN NERAYOFF and
MICHAEL HLADY,

Defendants.

Ind. No. 20 Cr. 8

ATTORNEY AFFIRMATION IN
SUPPORT OF MOTION TO
WITHDRAW AS COUNSEL
PURSUANT TO LOCAL RULE 1.4

AVRAHAM C. MOSKOWITZ, an attorney admitted to practice in the State of New York, hereby affirms under the penalty of perjury and says:

1. I am a partner at the law firm of Moskowitz & Book, LLP ("M&B"), attorneys for Defendant Steven Nerayoff in this action, and as such I am personally familiar with the pleadings and procedural history in this case. All of the facts herein are based upon my personal and firsthand knowledge and are true to the best of my knowledge and recollection.

2. I submit this affidavit in support of Moskowitz & Book, LLP's motion, pursuant to Eastern District of New York Local Rule 1.4, to withdraw as counsel for Defendant Nerayoff in this action.

3. On or about September 19, 2019, pursuant to a written retainer agreement, Mr. Nerayoff retained M&B to represent him in connection with an investigation then underway in this District. The terms of the retainer agreement required Mr. Nerayoff to pay M&B an initial retainer immediately, and further provided that Mr. Nerayoff would pay M&B an additional retainer in the event that an indictment was handed down against him. Upon request, M&B will provide a copy of the retainer letter to the Court for *in camera* review.

4. Mr. Nerayoff failed to pay the initial retainer upon execution of the retainer agreement, as he was obligated to do.

5. Mr. Nerayoff was indicted in this matter on or about January 10, 2020.

Since that date, despite demand, Mr. Nerayoff has failed to pay M&B either the initial retainer or the supplementary retainer he agreed to pay upon indictment.

6. Mr. Nerayoff's failure to pay agreed-upon legal fees is a "satisfactory reason" to allow M&B to withdraw from his representation, pursuant to Local Rule 1.4. See *Team Obsolete Ltd. v. A.H.R.M.A. Ltd.*, 464 F.Supp.2d 164, 166 (E.D.N.Y.2006) ("Courts have long recognized that a client's continued refusal to pay legal fees constitutes a 'satisfactory reason' for withdrawal under Local Rule 1.4.").

7. The prosecution of this case is not likely to be disrupted by granting counsel's motion to withdraw. Mr. Nerayoff is separately represented by other retained counsel, and he is entitled to assigned counsel in the event he is found not capable of paying for the services of retained counsel. Moreover, because this case was only recently indicted and discovery has not begun, permitting counsel to withdraw will not appreciably delay proceedings herein.

8. Finally, M&B is not asserting any liens in this matter.

Dated: New York, New York
January 17, 2020

MOSKOWITZ & BOOK, LLP

Abraham C. Moskowitz

By:

Avraham C. Moskowitz
345 Seventh Avenue, 21st Floor
New York, New York 10001
(212) 221-7999

Cc: Steven Nerayoff, via email
All counsel of record, via ECF

So Ordered

s/Cheryl Pollak

Cheryl Pollak

1/22/2020